

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

UNITED STATES OF AMERICA FOR THE	:	CIVIL ACTION NO.:
USE AND BENEFIT OF QSR STEEL	:	
CORPORATION, LLC	:	
Plaintiff,	:	
v.	:	
	:	
SAFECO INSURANCE COMPANY OF	:	
AMERICA,	:	
Defendants.	:	
	:	
	:	
	:	JULY 16, 2014

**COMPLAINT**

This is an action seeking to recover monies owed on a construction project against the Miller Act payment bond issued on the project.

**PARTIES**

1. The plaintiff, QSR Steel Corporation, LLC (“QSR”), is a Connecticut limited liability corporation with a principal place of business located at 300 Locust Street, Hartford, Connecticut 06114.

2. Upon information and belief, the defendant, Safeco Insurance Company (“Safeco”), is a Washington corporation with a place of business located at 1001 4<sup>th</sup> Avenue, Suite 1700, Seattle, Washington 98154.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this matter pursuant to 40 U.S.C. § 3131 and § 3133 under The Miller Act, and pursuant to 28 U.S.C. § 1332 as there is complete diversity of citizenship and the amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00.

4. Venue is proper in this district pursuant to 40 U.S.C. § 3133(3) as the action must be brought in the district in which the work was performed, and pursuant to 28 U.S.C. § 1391 (a) because a substantial part of the events or omissions giving rise to the claim occurred within the district.

### **COUNT I**

#### **(Breach of Contract for Unpaid Contract Balance – TTEC – Tesoro Joint Venture)**

1-4. QSR restates and realleges each of the allegations set forth in paragraphs 1 through 4 as if fully set forth herein.

5. TTEC – Tesoro Joint Venture (“TTJV”) and the United States of America (“Government”), by and through the United States Coast Guard, entered into a design-build contract for the construction of the project known as Mid-Life Renovations to Chase Hall Barracks, Phase III, U.S. Coast Guard Academy, New London, Connecticut (“Project”).

6. To facilitate construction of the Project, QSR and TTJV entered into a subcontract (“Subcontract”) in the lump-sum amount of \$499,550.00 whereby QSR agreed to provide the labor, supervision, materials and equipment to install steel for the Project.

7. During the course of the Project, the QSR’s scope of work was amended resulting in a subcontract price increase with approved change orders totaling \$586,288.26.

8. QSR submitted requisitions to TTJV totaling \$586,288.26 for work that it fully and completely performed on the Project.

9. TTJV has paid QSR the amount of \$492,500.00 leaving a balance due and owing from TTJV to QSR in the amount of \$93,738.26. This \$93,738.26 balance has been due and owing since at least May, 2014.

10. The work QSR has performed is in full compliance with the Project requirements.

11. Upon information and belief, TTJV has been paid by the Government for the work for which QSR has demanded payment.

12. Despite demand, TTJV has failed and refused to pay QSR the amount due and owing. QSR was entitled to payment of the \$93,738.26 amount since at least May 2014.

13. As a result of TTJV's nonpayment, QSR has suffered damages in the approximate amount of \$93,738.26, plus interest, costs and attorneys' fees.

14. Safeco, as surety, and TTJV, as principal, issued a payment bond ("Payment Bond"), Bond No. 024042012, in the penal sum of \$18,503,854.00 to secure payment and for the benefit of those performing work and supplying material to the Project, including QSR.

15. QSR provided labor and materials for the Project pursuant to the Subcontract.

16. One year has not elapsed from the last date QSR furnished labor and materials to the Project.

17. TTJV has failed and refused to pay QSR the amount of \$93,738.26 for labor and materials which QSR provided to the Project.

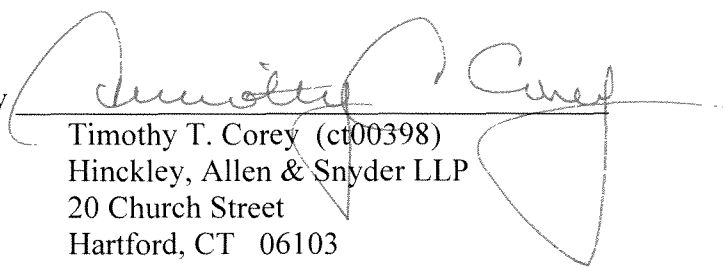
18. QSR is entitled to payment in the amount of \$93,738.26, plus interest, costs and attorney's fees, from Safeco under the Payment Bond.

19. All conditions precedent to the maintenance of this action have been performed.

WHEREFORE, QSR Steel Corporation, LLC claims the following as its prayer for relief:

1. Monetary damages;
2. Interest;
3. Costs;
4. Attorneys' fees; and
5. Such other and further relief as the Court deems just and proper.

**THE PLAINTIFF,  
UNITED STATES OF AMERICA for the USE  
and BENEFIT of QSR STEEL CORPORTION,  
LLC**

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